

1 KAMER ZUCKER ABBOTT
 2 R. Todd Creer #10016
 3 Shannon L. Chao #16821
 4 6325 South Jones Boulevard, Suite 300
 5 Las Vegas, Nevada 89118
 Tel: (702) 259-8640
 Fax: (702) 259-8646
 tcreer@kzalaw.com
 schao@kzalaw.com

6 Attorneys for Defendant Coeur Rochester, Inc.

7 **UNITED STATES DISTRICT COURT
 DISTRICT OF NEVADA**

8 JEFFERSON ZYBELL,)	Case No. 3:24-cv-00558-ART-CSD
)	
9 Plaintiff,)	
)	
10 v.)	<u>DEFENDANT COEUR</u>
)	<u>ROCHESTER, INC.'S ANSWER TO</u>
11 COEUR ROCHESTER, INC., and DOES 1-50, inclusive,)	<u>PLAINTIFF'S COMPLAINT</u>
)	
12 Defendant(s).)	
)	

13 Defendant COEUR ROCHESTER, INC. (“Coeur” or “Defendant”), by and through its
 14 counsel of record, the law firm of Kamer Zucker Abbott, hereby answers Plaintiff’s Complaint by
 15 denying each and every allegation, except as specifically referenced below:

16 1. Answering Paragraph 1 of the Complaint, Defendant admits only that it employed
 17 Plaintiff Jefferson Zybell as a Fixed Plant Maintenance General Supervisor at Defendant’s Rochester
 18 mine in Lovelock, Nevada. Defendant states that the remaining allegations in Paragraph 1 of the
 19 Complaint are procedural statements and/or legal conclusions that require no answer, but to the
 20 extent they contain factual allegations, Defendant denies the remaining factual allegations contained
 21 in Paragraph 1 of the Complaint.

22 2. Answering Paragraphs 2, 3, 4, 5, 6, and 11 of the Complaint, Defendant states that
 23 these allegations are procedural statements and/or legal conclusions that require no answer, but to the
 24

1 extent they contain factual allegations, Defendant denies each and every factual allegation contained
2 in Paragraphs 2, 3, 4, 5, 6, and 11 of the Complaint.

3 3. Answering Paragraphs 7, 8, 9, and 10 of the Complaint, Defendant states that it is
4 without sufficient knowledge to either admit or deny the allegations contained in said paragraphs and,
5 therefore, denies the allegations contained in Paragraphs 7, 8, 9, and 10 of the Complaint.

6 4. Answering Paragraph 12 of the Complaint, Defendant admits only that it employed
7 Plaintiff Jefferson Zybell as a Fixed Plant Maintenance General Supervisor at Defendant's Rochester
8 mine in Lovelock, Nevada from on or about July 20, 2022 to June 18, 2024. Defendant denies each
9 and every remaining allegation in Paragraph 12 of the Complaint.

10 5. Answering Paragraph 13 of the Complaint, Defendant admits only that Defendant
11 Coeur Rochester, Inc. is a foreign corporation with a principal place of business at I-80 EXT 119, NE
12 of Lovelock, Lovelock, NV 89419. Defendant further admits that Defendant's Rochester mine is an
13 open pit, heap leach silver-gold operation, located in Pershing County, Nevada. Defendant also admits
14 that during the relevant period, Defendant was an "employer" of Plaintiff under the relevant
15 provisions of state and federal law. Defendant denies each and every other allegation contained in
16 Paragraph 13 of the Complaint.

17 6. Answering Paragraph 14 of the Complaint, Defendant states that these allegations are
18 procedural statements and/or legal conclusions that require no answer, but to the extent they contain
19 factual allegations, Defendant denies each and every factual allegation contained in Paragraph 14 of
20 the Complaint.

21 7. Defendant admits the allegations contained in Paragraph 15 of the Complaint.

22 8. Answering Paragraph 16 of the Complaint, Defendant only admits that Plaintiff
23 maintains he had a knee injury, and that Plaintiff, upon information and belief, has required ongoing
24 treatment. Defendant denies each and every remaining allegation contained in Paragraph 16 of the

1 Complaint.

2 9. Answering Paragraph 20 of the Complaint, Defendant states that the document listed
3 as Exhibit A speaks for itself. Defendant denies each and every remaining allegation contained in
4 Paragraph 20 of the Complaint.

5 10. Answering Paragraph 21 of the Complaint, Defendant admits only that it hoped
6 Plaintiff would recover from his injuries and regardless, it would and did follow the law regarding
7 Plaintiff's need for an accommodation. Defendant denies each and every remaining allegation
8 contained in Paragraph 21 of the Complaint.

9 11. Answering Paragraph 22 of the Complaint, Defendant admits only that it promoted
10 Jason Coyle to the position of Fixed Maintenance General Supervisor on or around January 2024 and
11 that Jason Coyle was employed by Coeur as a Senior Fixed Maintenance Planner prior to his
12 promotion. Defendant denies each and every remaining allegation contained in Paragraph 22 of the
13 Compliant.

14 12. Answering Paragraph 26 of the Complaint, Defendant only admits that it terminated
15 Plaintiff's employment on June 18, 2024. Defendant denies each and every remaining allegation
16 contained in Paragraph 26 of the Complaint.

17 13. Answering Paragraph 35 of the Complaint, Defendant denies each and every
18 allegation, except as specifically set forth in the preceding paragraphs.

19 14. Answering Paragraphs 36, 37, and 38 of the Complaint, Defendant states that these
20 allegations are procedural statements and/or legal conclusions that require no answer, but to the extent
21 they contain factual allegations, Defendant denies each and every factual allegation contained in
22 Paragraphs 36, 37, and 38 of the Complaint.

23 15. Answering Paragraph 44 of the Complaint, Defendant admits only that it employed
24 more than fifteen employees for each working day in each of twenty or more calendar weeks in the

1 current or preceding calendar year. Defendant denies each and every remaining allegation contained
2 in Paragraph 44 of the Complaint.

3 16. Answering Paragraph 50 of the Complaint, Defendant denies each and every
4 allegation, except as specifically set forth in the preceding paragraphs.

5 17. Answering Paragraph 51 of the Complaint, Defendant states that these allegations are
6 procedural statements and/or legal conclusions that require no answer, but to the extent they contain
7 factual allegations, Defendant denies each and every factual allegation contained in Paragraphs 51 of
8 the Complaint.

9 18. Answering Paragraph 52 of the Complaint, Defendant admits only that Plaintiff was
10 an employee of Defendant.

11 19. Answering Paragraph 66 of the Complaint, Defendant denies each and every
12 allegation, except as specifically set forth in the preceding paragraphs.

13 20. Answering Paragraphs 67, 68, 70, 71, and 72 of the Complaint, Defendant states that
14 these allegations are procedural statements and/or legal conclusions that require no answer, but to the
15 extent they contain factual allegations, Defendant denies each and every factual allegation contained
16 in Paragraphs 67, 68, 70, 71, and 72 of the Complaint.

17 21. Answering Plaintiff's Prayer for Relief, Defendant asserts that Plaintiff is not entitled
18 to any of the requested monetary damages in any amount at all or to any kind of relief.

DEFENDANT'S AFFIRMATIVE DEFENSES

20 In further answer to the Complaint, Defendant asserts the following affirmative defenses.
21 Defendant does not assume the burden of proof as to any matters that, pursuant to law, are Plaintiff's
22 burden to prove. Defendant reserves the right to rely upon such other affirmative defenses as may be
23 supported by the facts to be determined by full and complete discovery and to voluntarily withdraw
24 any affirmative defenses as necessary.

1 **FIRST AFFIRMATIVE DEFENSE**

2 Defendant does not admit any of Plaintiff's allegations except as specifically set forth above.
 3 For the purposes of this Affirmative Defense only, Defendant alleges that Plaintiff's Complaint fails
 4 to state claims upon which relief may be granted.

5 **SECOND AFFIRMATIVE DEFENSE**

6 Plaintiff has failed to state facts sufficient to justify an award of punitive, special, or liquidated
 7 damages for any of the claims for relief asserted in the Complaint.

8 **THIRD AFFIRMATIVE DEFENSE**

9 Plaintiff's claims for punitive damages may violate the procedural and substantive due process
 10 rights guaranteed to Defendant under the United States Constitution and the Constitution of the State
 11 of Nevada.

12 **FOURTH AFFIRMATIVE DEFENSE**

13 Plaintiff's claims for punitive, special, or liquidated damages constitute an excessive fine
 14 violative of the United States Constitution, Eighth Amendment, and the Nevada Constitution, Article
 15 I, Section 7, or would violate other said sections.

16 **FIFTH AFFIRMATIVE DEFENSE**

17 Plaintiff's claims for punitive damages are unavailable inasmuch as Defendant did not engage
 18 in intentional discrimination with malice or reckless indifference to any federally protected rights of
 19 Plaintiff as required by Kolstad v. American Dental Assoc., 527 U.S. 526, 535 (1999).

20 **SIXTH AFFIRMATIVE DEFENSE**

21 The damages sustained by Plaintiff, if any, were proximately caused by his own willful acts,
 22 negligence, or omissions and/or from the act and/or omissions of persons other than Defendant.

23 **SEVENTH AFFIRMATIVE DEFENSE**

24 Any award of damages is barred, in whole or in part, by Plaintiff's failure to undertake

1 reasonable efforts to mitigate his damages.

2 **EIGHTH AFFIRMATIVE DEFENSE**

3 Plaintiff's claims are barred because any actions taken by Defendant were proper, legitimate,
4 justified, reasonable, and based upon good faith and were not motivated by hate, malice, or ill-will, or
5 with the deliberate intent to injure Plaintiff.

6 **NINTH AFFIRMATIVE DEFENSE**

7 Plaintiff's claims are barred because any actions which are alleged to be the result of
8 discrimination and/or retaliatory animus would have still been made or taken without any
9 consideration of the Plaintiff's disability, protected activity, and/or any other protected status.

10 **TENTH AFFIRMATIVE DEFENSE**

11 Plaintiff's Complaint is barred because Defendant had legitimate, non-discriminatory, and
12 non-retaliatory reasons for any action taken with respect to Plaintiff.

13 **ELEVENTH AFFIRMATIVE DEFENSE**

14 Plaintiff's claims are barred because there is no nexus between any alleged protected status of
15 Plaintiff and any alleged adverse employment actions he suffered.

16 **TWELFTH AFFIRMATIVE DEFENSE**

17 Plaintiff's claims are barred because Plaintiff was not treated differently than similarly situated
18 employees because of his disability or any other protected status/activity.

19 **THIRTEENTH AFFIRMATIVE DEFENSE**

20 Plaintiff's claims are barred because Plaintiff's separation from employment was for a
21 reasonable factor other than disability.

22 **FOURTEENTH AFFIRMATIVE DEFENSE**

23 Plaintiff's claims are barred because Defendant did not engage in any intentional, willful,
24 reckless, extreme, or outrageous conduct.

1 **FIFTEENTH AFFIRMATIVE DEFENSE**

2 Plaintiff's claims are barred, in whole or in part, by the applicable statute of limitations.

3 **SIXTEENTH AFFIRMATIVE DEFENSE**

4 The claims in Plaintiff's Complaint for penalties are barred in whole or in part because any act
5 or omission giving rise to this action was taken in good faith and with reasonable grounds for believing
6 that the act or omission did not violate the Americans with Dia any other applicable law.

7 **SEVENTEENTH AFFIRMATIVE DEFENSE**

8 Plaintiff's claims are barred by the exclusive remedy provisions of the Nevada Industrial
9 Insurance Act.

10 **EIGHTEENTH AFFIRMATIVE DEFENSE**

11 Plaintiff's claims are barred because he failed to exhaust administrative remedies.

12 **NINETEENTH AFFIRMATIVE DEFENSE**

13 Plaintiff's claims are barred because at all relevant times he was an at-will employee who could
14 be terminated at any time with or without cause or notice.

15 **TWENTIETH AFFIRMATIVE DEFENSE**

16 Plaintiff's claim for punitive and exemplary damages are barred as Plaintiff failed to plead the
17 matter with requisite particularity.

18 **TWENTY-FIRST AFFIRMATIVE DEFENSE**

19 The nature of the claims asserted by Plaintiff under cover of his Complaint is not specific and
20 is vague and ambiguous. Because Plaintiff has not provided Defendant with specific information
21 regarding his Complaint, Defendant reserves its right to amend its Answer to assert any applicable,
22 additional, or other defenses constituting an avoidance or affirmative defense at such time as the
23 nature of Plaintiff's claims and the facts relating to them are revealed to Defendant.

24 WHEREFORE, Defendant pray this Court for judgment that:

- A. Plaintiff take nothing in this action;
- B. Defendant be awarded its attorney's fees and costs incurred in defense of this action;
- C. The Court award Defendant such other and further relief as it deems proper.

DATED this 29th of April, 2025.

Respectfully submitted,

KAMER ZUCKER ABBOTT

By: /s/ R. Todd Creer
R. Todd Creer #10016
Shannon L. Chao #16821
6325 South Jones Boulevard, Suite 300
Las Vegas, Nevada 89118
Tel: (702) 259-8640
Fax: (702) 259-8646

Attorneys for Defendant
Coeur Rochester, Inc.

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on the 29th day of April, 2025, the undersigned employee of Kamer
3 Zucker Abbott served a copy of the foregoing **DEFENDANT COEUR ROCHESTER INC.'S**
4 **ANSWER TO PLAINTIFF'S COMPLAINT** through the Electronic Case Filing system of the
United States District Court, District of Nevada to:

5 Joshua R. Hendrickson, Esq.
6 Hendrickson Law Group, PLLC
7 325 West Liberty Street
Reno, Nevada 89511
josh@hendricksonlawgroup.com
Attorney for Plaintiff

9 By: /s/ R. Todd Creer
10 An employee of Kamer Zucker Abbott